

The Peer Review Committee shall make a non-binding written recommendation to PERDUE and the PRODUCER which will be distributed to PERDUE and the PRODUCER within three (3) working days of the meeting. PERDUE and the PRODUCER will have five (5) working days to either accept or reject the Committee's recommendation. In the event the Committee does not agree on a recommendation, PERDUE Management will have the discretion to resolve the issue, taking into consideration the interests of both parties. If either PERDUE or the PRODUCER reject the Committee's recommendation or PERDUE Management's resolution, the matter shall be taken up as outlined in section VI below. Neither PERDUE nor the PRODUCER are required to accept the Committee's recommendation or PERDUE Management's resolution.

If agreed upon by PERDUE and the PRODUCER, the resolution of the complaint or dispute shall be reduced to writing and signed by PERDUE and the PRODUCER.

The above steps or procedural time limits provided for in this section may be waived or altered by mutual agreement.

## **VI. ARBITRATION:**

- A. If the complaint or dispute has not been resolved pursuant to the procedures set forth in steps 1 - 3 in section V of this Agreement, or if steps 1 - 3 are not utilized, then the matter shall be submitted to bilateral arbitration exclusively between PERDUE and PRODUCER. In no event will the failure to utilize any or all of the steps in section V of this Agreement constitute a waiver of the mandatory arbitration procedures set forth in section VI of this Agreement. Arbitration shall be conducted by and under the rules of the American Arbitration Association. Multiparty arbitration may be utilized only with the express written consent of both parties.
- B. Any disagreement between PERDUE and PRODUCER over the scope of provision A of section VI of this Agreement shall be resolved in favor of arbitration. Such a resolution shall be reached whether the complaint or dispute arises out of, as a consequence of, for or by reason of, results from, or relates in any way to the formation, execution, performance, termination, revocation, cancellation, or expiration of this Agreement or any provisions thereof, including, but not limited to, all common law and statutory claims.
- C. Three (3) arbitrators uninterested in the finances under this Agreement will be appointed to resolve complaints or disputes pursuant to this provision. PERDUE and the PRODUCER shall each appoint one (1) arbitrator and shall agree on a third, neutral arbitrator. In the event PERDUE and the PRODUCER are unable to agree on the selection of the third arbitrator, (s)he shall be selected by and under the rules of the American Arbitration Association. The arbitration shall be conducted pursuant to the rules set forth in the Annotated Code of Maryland, Courts and Judicial Proceedings Article, Sections 3-201 et. Seq.
- D. The Arbitrators shall give thorough and careful consideration to all information pertaining to the complaint or problem. It shall be the Arbitrators' primary responsibility, where